

Approved _____ Mayor

Agenda Item No. 8(I)(1)(B)

Veto _____

03-06-07

Override _____

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-227-07

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR A 6.1 ACRE TRACT OF LAND LOCATED IN SECTION 28, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THE NORTH 530 FEET OF THE SOUTH 580 FEET OF THE WEST 500 FEET OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28; LOCATED OFF NW 25TH STREET BETWEEN NW 87TH AVENUE AND 97TH AVENUE, MIAMI-DADE COUNTY, FLORIDA, FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute the Lease Agreement between Miami-Dade County and the United States Department of Transportation Federal Aviation Administration for premises to be utilized by the Miami-Dade Police Department; in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Rebeca Sosa, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

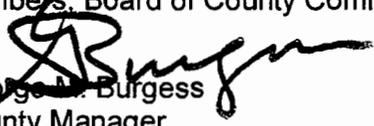
Jorge Martinez-Estevé

Memorandum



Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro and
Members, Board of County Commissioners

From: 
George M. Burgess
County Manager

Subject: Lease of Government Land

Agenda Item No. 8(I)(1)(B)

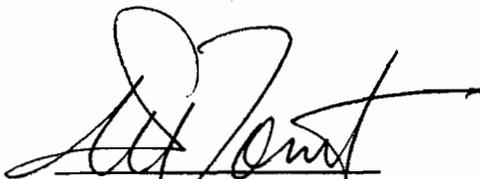
RECOMMENDATION

It is recommended that the Board approve the attached lease agreement for government land from the U.S. Department of Transportation Federal Aviation Administration (FAA) to the Miami-Dade Police Department (MDPD) at no cost to the County.

BACKGROUND

This lease is for land owned by the federal government under the U.S. Department of Transportation Federal Aviation Administration. This is a non-monetary lease agreement for a period of 20 years, from October 1, 2006 through September 30, 2026. Presently, this is vacant, undeveloped land.

A Homeland Security Assessment identified visitor parking currently located directly in front of the MDPD headquarters complex as a security risk. Additional recommendations included a proposal to develop secured entrances to the MDPD headquarters complex as well as the Miami-Dade Fire Rescue Department (MDFR) headquarters. Securing this lease will allow for the re-location of visitor parking and the planning and development of secured entrances to the County's primary public safety departments.


Susanne M. Torriente
Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SOUTHERN REGION, ASO-56

Lease No. : OTFASO-07-J-00001
Facility : IFS
Location : Miami, FL

OUTLEASE OF GOVERNMENT LAND
MIAMI, FL

The Government leases to the undersigned a 6.1 acre tract of land located in Section 28, Township 53 South, Range 40 East; The North 530 feet of the South 580 feet of the West 500 feet of the East 535 feet of the Southeast quarter of the Southwest quarter of Section 28; located off N.W. 25th Street between N.W. 87th Avenue and N.W. 97th Avenue, Dade County, Miami, Florida, subject to the terms and conditions below.

TERMS AND CONDITIONS FOR PARKING LOT AND ALTERNATE ROAD
CONSTRUCTION PRIVILEGES:

1. The Government retains the right to access all buildings and facilities that now exist, or that may be constructed on said property during the term of this contract, for maintenance and installation purposes as necessary. Right of access will be during normal business hours, or as otherwise agreed upon.
2. The Lessee shall maintain fences at outer perimeter of tracts, and around existing and future FAA facilities that may be constructed on said property.
3. The Lessee shall have privilege to enter at N.W. 25th Street or N.W. 97th Avenue at Lessee's option, and subject to approval by Manager of Airway Facilities Sector Field Office, Miami Airport, P.O. Box 56-1345, Miami, Florida 33159, (305) 869-5300, to ensure that desired access does not interfere with FAA operations and plans.
4. The Lessee shall not sublease this property to any other party, or let other parties use property for any purpose what-so-ever, without the written consent of the FAA's Real Estate Contracting Officer.
5. The Lessee is to keep the grass in this property mowed, and maintain and repair damaged fencing.
6. The Lessee shall save and hold the Government harmless from any and all damages incident to the exercise of privileges granted by this contract to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences,

exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Government from any liability or claim arising out of the negligent performance or failure of performance of the Government or any unrelated third party. Furthermore, the Lessee holds himself liable for all employees, members of family, subcontractors, or property on his behalf. Furthermore, the Government shall have control of all persons entering ~~the~~ property on behalf of Lessee. Persons shall be cleared in advance for entry by Lessee with the Manager of Airway Facilities Sector Field Office, Miami Airport.

7. The Lessee shall take all reasonable precautions which may be prescribed from time to time by the Government to avoid damage to electronic equipment or other government property.

8. The Lessee shall mow the grazing/agriculture area in a manner normally required for pasture land in the vicinity.

9. The Lessee shall not utilize this property for any agricultural purpose which will be subsidized by the Government.

10. This contract shall become effective October 1, 2006, and shall remain in force until September 30, 2026.

11. The Lessee shall pay no monetary consideration during the lease period (October 1, 2006 – September 30, 2026).

12. This agreement may be canceled at any time by either party by serving the other a 60-day notice in writing.

IN WITNESS THEREOF, the parties hereto have hereunto subscribed their names as of the date written below

MIAMI-DADE COUNTY

BY: _____
(signature)

Date: _____

TITLE: County Manager

UNITED STATES OF AMERICA

BY: _____
Ima J. LaMar

Date: _____

TITLE: Sr. Real Estate Contracting Officer